



DEPARTMENT OF
SOCIAL AND HEALTH SERVICES

SKILLED NURSING & INTERMEDIATE CARE
— or — **INTERMEDIATE CARE FACILITY**

CONTRACT NO. [REDACTED]

An agreement is hereby made by and between the State of Washington's Department of Social and Health Services, hereinafter referred to as the "Department" and ~~the [REDACTED] [REDACTED] [REDACTED]~~ doing business as ~~[REDACTED] [REDACTED] [REDACTED]~~ physically located at ~~[REDACTED] [REDACTED] [REDACTED]~~

and operating in the State of Washington as a

☒ SKILLED NURSING/INTERMEDIATE CARE —OR—

☐ INTERMEDIATE CARE FACILITY

under the Department's LICENSE No. _____
as the "Contractor."

hereinafter referred to

It is the intent of this agreement to provide care to medical assistance recipients, hereinafter referred to as "recipients," determined eligible by the Department to receive such care under Title XIX of the Social Security Act and other applicable laws and regulations of the State of Washington and the United States relating to the Medicaid program.

The parties agree this agreement and period of performance of care services shall begin _____
DATE OF EXECUTION _____ and shall end October 31, 1997 unless the agreement is terminated earlier by one or both parties in accordance with **Section 14** below or earlier by operation of law or regulation; except that, the beginning date shall not precede acquisition by the Contractor of all required licenses and certifications in accordance with **Section 6** below.

NOTE: If the Contractor is a partnership, all partners must sign. If the Contractor is a corporation, at least one official with power to bind the corporation must sign in the name of the corporation, giving the official's title.

[REDACTED]	<i>Registered Agent</i>
Contractor	Title
Contractor	Title
Contractor	Title
<i>Dee R. Kealey</i>	<i>Contracting Officer</i>
Department	Title
Approval	Title

<i>10-7-93</i>
Date
Date
<i>10/12/93</i>
Date
Date

WITNESSETH: BY SIGNATURES AFFIXED ABOVE AND IN MUTUAL CONSIDERATION OF RIGHTS AND OBLIGATIONS SET FORTH BELOW IT IS MUTUALLY AGREED THAT:

Section 1 LAW, SEVERABILITY, NON-ASSIGNABILITY, AND AUTHORITY

All rights and obligations of the parties to this agreement shall be both subject to and governed by the terms of this agreement as set forth in the agreement or as set forth in laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, relating to administration of the Title XIX Medicaid program, payment for services under such program and operation of nursing homes generally, including but not limited to: Chapters 18.51, 74.09, 74.42 and 74.46 RCW; Chapters 212-32, 248-14, 388-88 and 388-96 WAC; USC Title 42 and CFR Titles 42 and 45. In cases of conflict between the provisions of this agreement and such laws and regulations, such laws and regulations shall prevail; provided that, the invalidity of any section or provision of this agreement shall not affect the remainder of the agreement. No alteration, amendment, modification or waiver of this agreement shall be effective unless in writing, signed by both parties and attached hereto.

Section 2 RESOLUTION OF APPEALS AND DISPUTES

Resolution of appeals and disputes arising between the Department and the Contractor shall be in accordance with applicable laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: Chapters 34.04 and 34.12 RCW; RCW 18.51.065; RCW 74.46.178, 180, 770 and 780; Chapters 10-08, 388-08 and 388-98 WAC; WAC 248-08-700 through 740; WAC 388-96-901 through 904; 42 CFR 431.151 through 154; and 42 CFR 447.253(c).

Section 3 CONTRACTOR NOT EMPLOYEE

The Contractor and its employees, agents or subcontractors or suppliers of goods and services to the Contractor, whether or not performing under the terms of this agreement, are not to be deemed employees of the Department, nor as agents of the Department in any manner whatsoever. The Contractor shall not, nor shall any employee, agent, subcontractor or supplier of the Contractor, hold itself out as an officer, employee or agent of the Department or of the State of Washington, nor claim to be such, and shall make no claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the Department or of the State of Washington. The Contractor agrees to indemnify the Department and hold it harmless from any and all claims, losses, expenses or injuries resulting directly or indirectly from the negligent conduct and/or intentional misconduct of the Contractor, its employees, agents, subcontractors or suppliers of goods or services.

Section 4 SERVICES AND COMPLIANCE WITH HEALTH AND SAFETY STANDARDS

The Contractor agrees to provide nursing, health and general care to recipients residing in the Contractor's nursing facility in accordance with the level of care of each recipient, as determined by the Department, and in accordance with the needs of each recipient. The Contractor shall operate the above-named nursing facility in full accord with all requirements issued by the Department or other authorities pursuant to law and in full accord with health and safety standards set forth in local, municipal and county codes and ordinances and in applicable laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: Chapters 18.51 and 74.42 RCW; Chapters 212-32, 248-14 and 388-88 WAC; 42 USC 1396a and 1396d; 42 CFR 405.1101 through 1137; and 42 CFR 442.200 through 346. The Contractor agrees to allow access to its facility, patients and staff to authorized Department personnel and others authorized to carry out inspections and investigations to ensure compliance with such health and safety standards.

The Contractor agrees to ensure that all direct patient care delivery staff are able to communicate effectively with patients and are able to understand and follow written and verbal instructions regarding the care of patients.

Section 5 PATIENT TRUST ACCOUNTS

The Contractor agrees to establish and maintain, separate from the Contractor's regular accounts, trust fund accounts for all recipients in accordance with laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: RCW 74.42.130; RCW 74.46.700 through 760; and WAC 388-96-366.

Personal expenditures for or by each recipient will be accounted for from the recipient's trust account and funds in the account shall be used for no other purpose. Each recipient shall have access to funds daily for at least two hours between 9:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of legal holidays, and shall have reasonable access on Saturdays, Sundays and holidays by prearrangement.

Section 6 MAINTAINING LICENSES AND CERTIFICATIONS

The Contractor and employees and agents of the Contractor shall obtain and maintain all licenses and certifications required by, and shall comply with all conditions of licensure and certification set forth in laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: Chapters 18.51 and 18.52 RCW; Chapters 248-14 and 248-19 WAC; WAC 388-87-005 and 007; WAC 388-88-001; 42 USC 1396a, 1396d, 1396g and 1396i; 42 CFR 442.12 and 442.13; 42 CFR 442.100 through 115; and 42 CFR 442.201 and 251.

Possession by the Contractor and its employees of all required licenses and certifications and compliance with Chapter 388-87 WAC are conditions precedent to the award of this agreement and failure to maintain any such license or certification shall be a ground for termination of this agreement.

Section 7 DISCRIMINATION IN SERVICES

The Contractor shall refrain from discriminatory conduct in the treatment, availability of services, admission or transfer of nursing home patients, which is prohibited by laws or regulations of the State of Washington or the United States relating to such discrimination, as now existing or hereafter adopted or amended, including but not limited to: RCW 18.51.220; RCW 74.42.055; Chapter 248-10 WAC; WAC 248-14-247; 29 USC 794; 42 USC 2000d; 42 USC 6101 et seq.; 42 CFR 442.12; and 45 CFR parts 80, 84 and 90, and shall otherwise comply fully with such laws and regulations.

Section 8 DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment in any manner or for any reason prohibited by laws or regulations of the State of Washington or the United States, as now existing or hereafter adopted or amended, relating to such discrimination, including but not limited to: RCW 18.51.220; Chapters 49.60 and 49.66 RCW and other provisions of Title 49 RCW as may be applicable; Chapter 248-10 WAC; and 42 USC 2000e et seq., and shall otherwise comply fully with such laws and regulations.

Section 9 DISCHARGE AND TRANSFER OF RECIPIENTS

Except for temporary removal in cases of emergency, all discharges and transfers of recipients from the Contractor's facility shall be in accord with and only as authorized by laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: Chapter 74.42 RCW and Chapter 388-88 WAC. In the event discharge or transfer is authorized by the department and a recipient refuses discharge and/or relocation services offered by the Department, it shall be the responsibility of the Contractor to initiate and pursue necessary legal action to remove such recipient.

Section 10 RECORDS AND AUDIT

The Contractor shall prepare and maintain for prescribed periods and in prescribed places all reports, books, ledgers, summaries, documents, and other records of any kind and nature, including but not limited to all business, financial, patient health care and trust fund records, as may be required to be maintained by the laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: RCW 18.51.300; RCW 74.42.130 and 420; RCW 74.46.080, 100 through 130, 270, 280 and 700 through 760; WAC 248-14-270; WAC 388-96-113, 128, 207, 366, 369 and 533; 42 USC 1396a; 42 CFR 447.202; and 45 CFR 205.50.

The Contractor agrees to allow access to all the above-described records for the purposes of audit and inspection by Department personnel and others authorized to audit, inspect or monitor operation and management of the Contractor's nursing home or nursing homes, as authorized by laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: RCW 74.09.120; RCW 74.46.100 through 130 and 700 through 760; and WAC 388-96-204 through 216 and 366 through 384.

Section 11 REPORTS

The Contractor shall in a timely manner prepare in proper form, and submit to the Department or other relevant person or authority all oral or written reports, including trust fund reports, Medicaid cost reports, patient abuse and neglect reports, and other reports, documentation and information as may be required by the Department pursuant to laws and regulations of the State of Washington and the United States relating to the Medicaid program or the operation of nursing homes, as now existing or hereafter adopted or amended, including but not limited to: Chapter 70.124 RCW; RCW 74.42.030 through 060, 270, 280, 430 and 460; Chapter 74.46 RCW; WAC 248-14-247; Chapter 388-96 WAC; and 42 USC 1320(a).

Section 12 CONFIDENTIALITY

Subject to **Sections 10 and 11** the Contractor agrees to protect the confidentiality of non-disclosable information relating to patient care and operation of the nursing facility and agrees to release such information only as authorized by laws or regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to RCW 74.42.080 and 42 CFR 431.300 through 307.

The Department agrees to protect non-disclosable information in its possession relating to the Contractor and the Contractor's patients and agrees to release such information only as authorized by laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, including but not limited to: RCW 18.51.290; RCW 74.46.820; and WAC 388-96-134 and 778.

Section 13 BILLING AND PAYMENT FOR SERVICES

The Contractor agrees to bill only for Medicaid-covered services rendered to recipients during the billing period and agrees to exhaust all available third-party payment sources such as Medicare, private insurers and other obligors prior to billing the Title XIX Medicaid program and agrees to deduct all third-party payments from Medicaid billing. The Department shall pay for such services only as authorized by laws and regulations of the State of Washington and the United States, as now existing or hereafter adopted or amended, relating to payment for Medicaid services, including but not limited to: Chapters 74.09 and 74.46 RCW; Chapters 388-87 and 388-96 WAC; 42 CFR, part 447; and 42 USC 1396a.

The Contractor agrees not to accept remuneration of any kind for Medicaid-covered services rendered to a recipient under this agreement in addition to that paid by the Department or paid by the recipient or other obligor pursuant to a legally enforceable obligation in accordance with 42 CFR 447.15. The Contractor agrees to tender to the Department any and all refunds due the Department pursuant to the Medicaid payment and cost reimbursement laws and regulations incorporated above, as now existing or hereafter adopted or amended, and agrees to allow recovery by the Department of refunds pursuant to such laws and regulations if timely repayment is not made by the Contractor. The Contractor agrees that collection of amounts due from a recipient is the responsibility of the Contractor for which the Department has no liability except as may be specifically provided in law or regulation.

Section 14 TERMINATION, RENEWAL OR EXTENSION BY A PARTY

This agreement may be terminated, renewed or extended by the Contractor or the Department or both parties only as authorized by and pursuant to requirements, notices and procedures established by laws and regulations of the State of Washington and United States relating to termination, renewal or extension of Medicaid provider agreements, as now existing or hereafter adopted or amended, including but not limited to: RCW 74.46.680 and 690; WAC 248-14-090; and WAC 388-96-029 and 032; and 42 CFR part 442, subpart B; except that, the Contractor may terminate upon a minimum of sixty days written notice to the Department, but all requirements, notices and procedures prescribed for terminating contractors in applicable laws and regulations shall be met and followed. If the Contractor does not intend to renew this agreement when it is scheduled to expire as set forth herein, the Contractor must notify the Department in writing of intent not to renew at least sixty days prior to the expiration date and all requirements, notices and procedures prescribed for terminating contractors in applicable laws and regulations shall be met and followed.

Payment for services rendered by the Contractor for the months preceding the date of termination and for any services rendered to recipients after the date of termination shall be in accord with such laws and regulations relating to such payments.

In the event this agreement is terminated by either or both parties or by operation of law and is not renewed by either or both parties, the Department and the Contractor shall extend mutual best efforts and cooperation to assure that recipients receive proper, continuous care and that necessary relocation, if any, is carried out in a safe, efficient and orderly manner.

Section 15 WAIVER OF DEFAULT

Express or implied waiver of any breach or default of this agreement shall not be deemed a waiver of any subsequent or other breach or default.

Waiver of any breach or default of this agreement shall not be construed to be a modification of the terms unless stated to be such in writing, signed by both parties and attached hereto as provided in **Section 1**.

HEALTH INSURANCE BENEFIT AGREEMENT
(AGREEMENT WITH PROVIDER PURSUANT TO SECTION 1866 OF THE SOCIAL
SECURITY ACT, AS AMENDED AND TITLE 42 CODE OF FEDERAL
REGULATIONS (CFR) CHAPTER IV, PART 489)

Provider No. [REDACTED]

AGREEMENT
BETWEEN
THE SECRETARY OF HEALTH AND HUMAN SERVICES
AND
[REDACTED]

doing business as (D/B/A) [REDACTED]

In order to receive payment under Title XVIII of the Social Security Act, [REDACTED]
Association

D/B/A [REDACTED] as the provider of services,
agrees to conform to the provisions of Section 1866 of the Social Security Act and applicable provisions in 42 CFR, Parts 405,
466, 420, and 489.

This agreement, upon submission by the provider of services of acceptable assurance of compliance with Title VI of the Civil
Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 as amended, and upon acceptance by the Secretary of Health
and Human Services, shall be binding on the provider of services and the Secretary.

In the event of a transfer of ownership, this agreement is automatically assigned to the new owner subject to the conditions
specified in this agreement and 42 CFR 489, to include existing plans of correction and the duration of this agreement, if the
agreement is time limited.

ACCEPTED FOR THE PROVIDER OF SERVICES BY:

NAME (SIGNATURE)

[REDACTED SIGNATURE]

TITLE

Administrator

DATE

January 23, 1992

ACCEPTED BY THE SECRETARY OF HEALTH AND HUMAN SERVICES BY:

NAME (SIGNATURE)

[REDACTED SIGNATURE]

TITLE

Branch Chief, HCFA

DATE

5.11.92

ACCEPTED FOR THE SUCCESSOR PROVIDER OF SERVICES BY:

NAME (SIGNATURE)

TITLE

DATE

Effective Date: 07-01-92